

incorporated herein by this reference. Such Performance Payments, if any, shall be paid to Grower or charged to Grower based upon the aggregate actual performance of each group of ISF hogs delivered to market from the Facilities after each turn and shall be payable within thirty (30) days after the receipt by ISF of the close-out data on the hogs from the Facilities for such turn from the processor or packer. **GROWER UNDERSTANDS AND AGREES THAT NEITHER ISF NOR ITS EMPLOYEES OR AGENTS WARRANT ANY SPECIFIC LEVEL OF PERFORMANCE WITH RESPECT TO ISF'S HOGS GROWN AND FINISHED BY GROWER.**

9. Term. The term of this Agreement shall be ____ () years from the date Grower makes the first Unit available to ISF to be filled with ISF's hogs. At the end of the any term, this Agreement will automatically be extended on the same terms and conditions for an additional one year period unless either party delivers written notice of termination at least 180 days prior to the scheduled termination date. Either party may terminate this Agreement upon ten (10) days' prior written notice for a failure of the other party to comply with a material term hereof and the breaching party's failure to cure such breach within ninety (90) days after receiving such notice. Notwithstanding any other provision in this Agreement, once hogs for any turn are delivered by ISF to the Facilities, the Agreement cannot be terminated by either or both parties until such hogs are marketed by ISF and the Facilities are emptied of ISF hogs.

10. Right of Last Refusal. Upon termination of this Agreement, should Grower decide to enter into a bona-fide contract with an independent third party to grow and finish hogs in the Facilities, Grower grants to ISF a right of last refusal to match the contract terms presented by the third party by forwarding the proposed contract to ISF. ISF shall have 30 days to send to Grower a contract matching the terms and conditions of the contract which Grower purports to sign. If ISF does not send such a contract within the 30 day period, Grower may proceed to enter into the contract with the third party on the terms presented to ISF. If the terms change, ISF shall be notified of the changes and have a new right to match the offer.

11. Ownership of ISF's Hogs/Liens. Grower understands and agrees that all hogs delivered to the Facilities are the property of ISF and the hogs and all increase thereof, if any, shall be and at all times remain the property of ISF. Grower shall have no ownership interest of any kind in any of the hogs at the Facilities. Grower agrees to shall execute any UCC financing statement or other document ISF deems necessary or advisable to protect ISF's ownership of the hogs. Further, Grower irrevocably waives any right Grower may have to assert and agrees not to assert or permit to be asserted by anyone any lien upon any of ISF's hogs at the Facilities and will indemnify and hold ISF harmless from any and all such liens or claims to any of such hogs or the proceeds thereof. Finally, Grower agrees to execute appropriate waivers and non-disturbance agreements in favor of ISF's lenders upon the request of ISF.

12. Loss of Hogs. Grower shall be responsible for the loss of any hogs through theft, conversion or other loss due to Grower's negligence or recklessness. Such hogs shall be valued at fair market value at time of notice of loss, and such value shall be deducted from any amounts due Grower under this Agreement and Grower shall be liable to ISF for any amount in excess of the amounts due Grower under this Agreement.

13. Third-Party Claims. Grower shall be responsible for any claims, damages or injuries to third parties caused by ISF's hogs delivered to the Facilities pursuant to this Agreement which are caused by Grower's negligence or recklessness in managing the hogs or the Facilities and hereby indemnifies and holds ISF harmless from any such claims, damages or injuries, except where such claims, damages or injuries arise solely from the negligence of ISF.

14. Waiver of Property Damage. Grower irrevocably waives any and all claims for recovery from ISF for loss or damage to Grower's property caused directly or indirectly by ISF's hogs, except where such loss or damage is solely caused by the negligence of ISF.

ISF INITIALS _____

GROWER INITIALS _____

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